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9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **SAN FRANCISCO DIVISION**

12 OPTRICS INC.,

13 Plaintiff,

14 v.

15 BARRACUDA NETWORKS, INC., a
Delaware Corporation, and DOES 1 through
16 10, inclusive,

17 Defendant.

18 BARRACUDA NETWORKS, INC., a
19 Delaware corporation,

20 Counterclaimant,

21 v.

22 OPTRICS, INC., 891014 AB LTD., OPTRICS
(A PARTNERSHIP), MATRIX CAPITAL
23 CORP., ZINTRICS, INC., STURBY
TECHNICAL SERVICES, INC.,
24 UMBERLAND BAY CONSULTING INC.,
1183470 AB LTD., 1183464 AB LTD.,
25 1183459 AB LTD., and DOES 1 through 10,
inclusive,

26 Counterclaim-Defendants.

Case No. 17-cv-04977-RS-TSH

**STIPULATION OF DISMISSAL
AND ORDER**

The Hon. Richard Seeborg

1 WHEREAS Plaintiff and Counterclaim-Defendant Optrics Inc., (“Optrics”), Defendant and
2 Counterclaim-Plaintiff Barracuda Networks, Inc. (“Barracuda”), and Counterclaim-Defendants
3 891014 ALBERTA LTD., Optrics (A Partnership), Matrix Capital Corp., Zintrics Inc., Sturby
4 Technical Services Inc., Umberland Bay Consulting Inc., 1183470 ALBERTA LTD., 1183464
5 ALBERTA LTD., and 1183459 ALBERTA LTD (collectively, the “Parties”) have entered into a
6 Settlement Agreement that is a full and final settlement of all of the Parties’ claims and
7 counterclaims in the above-captioned action;

8 Whereas this Court awarded Barracuda \$202,035.00 in fees and costs jointly and severally
9 against Optrics and Optrics’ Former Counsel, Herbert L. Terreri (“Terreri”) and Grace R.
10 Neibaron (“Neibaron”) (the “Sanction Award,” ECF Nos. 363 and 376);

11 Whereas Barracuda has reached a separate agreement with Optrics’ Former Counsel
12 regarding the Sanctions Award;

13 Whereas, in order to ensure Optrics’ Former Counsel’s compliance with the separate
14 agreement, as a condition of dismissal, Barracuda requests that the Court continue to retain
15 jurisdiction over Optrics’ Former Counsel;

16 THEREFORE, IT IS HEREBY STIPULATED by and between the Parties, acting through
17 counsel, that the above-captioned action should be dismissed with prejudice pursuant to Federal
18 Rule of Civil Procedure 41(a)(1)(A)(ii). The Parties further stipulate that the Parties consent to
19 Magistrate Judge Laurel Beeler’s retaining jurisdiction to enforce the Parties’ settlement of the
20 case. The Parties also stipulate that each Party shall bear its own attorneys’ fees and costs, except
21 as set forth in the Settlement Agreement. The Parties further stipulate to this Court’s continuing
22 retention of jurisdiction over Optrics’ Former Counsel for purposes of enforcement of the
23 Sanctions Award.

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Respectfully submitted,

KAO LLP

Dated: August 12, 2021

By: /s/ Andrew Hamill

Chris Kao
Andrew Hamill

Attorneys for Plaintiff,
OPTRICS INC.

RIMON, P.C.

Dated: August 12, 2021

By: /s/ Karineh Khachatourian

Karineh Khachatourian
Nikolaus A. Woloszczuk

Attorneys for Defendant,
BARRACUDA NETWORKS, INC.

FILER ATTESTATION

Pursuant to Local Rule 5-1(i)(3), the filer of this document attests that Andrew G. Hamill has concurred in its filing.

Dated: August 12, 2021

RIMON, P.C.


/s/ Karineh Khachatourian
Karineh Khachatourian

ORDER

The Court having considered the stipulation of the Parties, and good cause appearing therefore, orders as follows:

1. The entire action, including all claims and counterclaims, is dismissed with prejudice.
2. Magistrate Judge Laurel Beeler shall retain jurisdiction over this action to enforce the terms of the Settlement Agreement.
3. Each party shall bear its own costs and attorneys' fees, except as set forth in the Settlement Agreement.
4. This Court shall retain ancillary jurisdiction regarding ECF Nos. 363 and 376 (the "Sanction Award") over Optrics' Former Counsel, Herbert L. Terreri and Grace R. Neibaron, for the purpose of enforcement.

Dated: August 12, 2021

By: 
Hon. Richard Seeborg
United States District Court Judge